Supreme Court, U.S.
FILED
FEB 5 2002
CLERK

(2)

No. 01-1016

In The

Supreme Court of the United States

IVAN KERR,

Petitioner,

v.

RONNIE COHEN, A/K/A RONALD ALAN COHEN, RONALD ALLEN COHEN, R. ALLAN COHEN,

Respondent.

On Petition For Writ Of Certiorari To The Court Of Appeals For The State Of Georgia

RESPONDENT RONNIE COHEN'S BRIEF IN OPPOSITION

J. CONVERSE BRIGHT
Counsel of Record
Counsel for Ronnie Cohen
101 East Central Avenue
Valdosta, Georgia 31601
(229) 247-7846

COCKLE LAW BRIEF PRINTING CO., (800) 225-6964
OR CALL COLLECT (402) 342-2831

3698

QUESTION PRESENTED

The petition states the question presented as:

> "Whether dissociation of Georgia Courts from 18 U.S.C. 3664(l), which provides that a Defendant convicted of a restitution-qualified offense shall be estopped from denying the essentials of that offense in any state civil proceeding brought by a victim, violates the Supremacy Clause of the United States Constitution."

This issue is not properly presented because it was not presented in the courts below.

The petition misstates the issue and the case.

TABLE OF CONTENTS

Page

QUESTION PRESENTED..... i

TABLE OF AUTHORITIES..... iii

OPPOSITION TO PETITION FOR WRIT OF CERTIORARI..... 1

STATEMENT OF THE CASE..... 1

ARGUMENT..... 2

I. THE CASE WAS DECIDED BELOW ON PRINCIPLES OF GEORGIA LAW, AND THE ISSUE PRESENTED BY THE PETITIONER WAS NOT DEALT WITH IN THE COURTS BELOW NOR WAS IT NECESSARY TO A DECISION IN THE GEORGIA COURTS..... 2

II. 18 U.S.C. § 3664(l) IS NOT APPLICABLE IN THIS CASE BECAUSE NO RESTITUTION ORDER WAS ENTERED..... 4

CONCLUSION..... 5

INDEX TO APPENDICES

APPENDIX A.....App. 1

APPENDIX B.....App. 12

APPENDIX C.....App. 19

TABLE OF AUTHORITIES

Page

CASES

Braxton v. U.S., 500 U.S. 344, 114 L.Ed. 2d 385, 111 S. Ct. 1854 (1991) 5

STATUTES

18 U.S.C. § 1343 1

18 U.S.C. § 1956(h) 1

18 U.S.C. § 3664 ..... 1, 2, 3, 4

18 U.S.C. § 3664(l) 4

RULES

Supreme Court Rule 10 5

OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

Ronnie Cohen, a/k/a Ronald Alan Cohen, Ronald Allen Cohen, R. Allan Cohen respectfully submits that this case does not present an issue under the Supremacy Clause of the United States Constitution, nor does it present any other important federal question or matter of federal law. The petition for Writ of Certiorari, presenting no valid grounds for review, should be denied.

STATEMENT OF THE CASE

The facts of the case are well set forth in the opinion of the Court of Appeals of Georgia. Pet. App. at 1a.

Ronnie Cohen was convicted in the Northern District of Florida on a plea of guilty *(App. C, App. 19)* of Conspiracy to Launder Monetary Instruments in violation of 18 U.S.C. § 1956(h). The underlying offense was Wire Fraud in violation of 18 U.S.C. § 1343.

Ivan Kerr sued Cohen in a Georgia Superior Court on the grounds of: (1) conversion; (2) fraud; and (3) contract.

The trial court denied Kerr's Motion for Summary Judgment. Pet. App. at 1a. The Court granted Cohen's Motion for Summary Judgment and Kerr appealed to the Georgia Court of Appeals. The only grounds for appeal mentioned in Kerr's initial brief in the Court of Appeals were (1) a ruling on an Order compelling discovery, and (2) the grant of Summary Judgment. No mention was made in the appellant's initial brief of 18 U.S.C § 3664. Pet. App. at 10a-14a. Petitioner did mention the statute in

his response brief in the Georgia Court of Appeals, but did not relate it in any way to the facts of the case or argue its applicability. Indeed the response brief acknowledged that the issue of 18 U.S.C. § 3664 was not addressed by the trial court. Pet. App. at 16a.

The Georgia Court of Appeals affirmed the grant of summary judgment to Cohen based upon principles of Georgia law which had nothing to do with the fact of Cohen's admission by plea of guilty to the fact of the fraud.

The Supreme Court of Georgia denied certiorari. Pet. App. at 36a.

ARGUMENT

I. THE CASE WAS DECIDED BELOW ON PRINCIPLES OF GEORGIA LAW, AND THE ISSUE PRESENTED BY THE PETITIONER WAS NOT DEALT WITH IN THE COURTS BELOW NOR WAS IT NECESSARY TO A DECISION IN THE GEORGIA COURTS.

Kerr sued Cohen, claiming that he was an investor who had been defrauded by Cohen and his co-defendants. He sued on three grounds: (a) conversion; (b) fraud; (c) contract. The trial court granted summary judgment to the defendant Cohen.

The Georgia Court of Appeals affirmed, based solely upon an analysis under Georgia law. The Court of Appeals held that summary judgment was proper as to the conversion count because Kerr was suing for money

which he claimed he had lost, while under Georgia law an action for conversion lies only to recover tangible property, not money.

The Court of Appeals held that summary judgment was properly entered on the fraud claim because the facts showed that Kerr ignored warnings from his banker and his lawyer about the transaction and that therefore there was no evidence to establish that he justifiably relied upon alleged fraudulent representation. Under Georgia law justifiable reliance upon a misrepresentation is an essential element of an action for fraud. Pet. App. at 27a.

The Court of Appeals found that Kerr failed to establish any contract between himself and Cohen with definite essential terms, which is a necessary element under Georgia law for maintenance of an action of breech of contract. Summary judgment was therefore properly granted on the contract claim.

The grant of summary judgment was affirmed solely on established principles of Georgia law and upon the failure of Kerr to present a claim which included factual issues for jury consideration.

The issue which petitioner Kerr now claims to present in this court was not presented in the trial court or in Kerr's initial brief to the Georgia Court of Appeals. The issue was not dealt with by the Georgia Court of Appeals. Kerr lost in Georgia courts because the claim that he presented lacked essential elements under Georgia law.

Petitioner Kerr now pretends that the Georgia courts have ignored or dissociated from 18 U.S.C. § 3664. That assertion is not supported by the record. Kerr did not

properly present the issue to the Georgia courts. The issue was not essential to nor even relevant to the Georgia court's analysis and was not dealt with by the Georgia courts.

The bottom line of Kerr's complaint by this petition is his assertion that Cohen, by entering a plea of guilty, under 18 U.S.C. § 3664 is estopped from denying the essentials of the offense to which he pled guilty. But, Cohen's guilt or innocence of fraud was no part of the Georgia courts decision. Kerr did not lose his case in the Georgia courts because the court failed to be guided by 18 U.S.C. § 3664. Kerr lost his case in the Georgia courts because he failed in each of three counts to establish all of the essential elements of each claim. None of these essential elements related to an acknowledgment of, or application of, Cohen's guilty plea.

Although the Court did not deal with Cohen's guilty plea, because the issue was not raised there, the opinion and the result would have been the same had the Court acknowledged the guilty plea, because Kerr lost his case for other reasons.

II. 18 U.S.C. § 3664(l) IS NOT APPLICABLE IN THIS CASE BECAUSE NO RESTITUTION ORDER WAS ENTERED.

18 U.S.C. § 3664(l) provides that a conviction "for an offense involving the act giving rise to an order of restitution shall estop the defendant from denying the essential allegations of that offense. . . . " Pet. App. at 39a.

The operative phrase here is "order of restitution".

The judgment of conviction in this case entered no order of restitution. Rather, the judgment expressly states:

"No restitution imposed." *App. C, App. 25.*

The gist of Kerr's complaint is that the Georgia courts did not properly interpret or apply the order of restitution in the criminal case. Not only was no order of restitution entered, but the court expressly declined to enter an order of restitution.

Kerr's point seems to be that the Georgia courts did not lend proper credence to an order of restitution that did not exist.

The principal purpose of the Writ of Certiorari is to resolve conflicts among Circuit Courts of Appeals and state courts concerning the meaning of provisions of federal law. Supreme Court Rule 10, *Braxton v. U.S.*, 500 U.S. 344, 114 L.Ed. 2d 385, 111 S. Ct. 1854 (1991). This petition presents no conflict in interpretation of federal law, and indeed no question of federal law.

CONCLUSION

The Petition fails to demonstrate any valid ground for review of the decision below, and should be denied.

Respectfully submitted,

J. Converse Bright
Counsel for Ronnie Cohen
101 East Central Avenue
Valdosta, Georgia 31601
(229) 247-7846

INDEX TO APPENDICES

APPENDIX A

(Amended Complaint) .....App. 1

APPENDIX B

(Indictment) .....App. 12

APPENDIX C

(Judgment of Conviction) .....App. 19

APPENDIX A

IN THE SUPERIOR COURT
COUNTY OF THOMAS
STATE OF GEORGIA

IVAN KERR,	*	
	*	
Plaintiff,	*	**CIVIL ACTION**
	*	**NO: 99-CV-1188**
v.	*	
	*	
RONNIE COHEN, A/k/a	*	
RONALD ALAN COHEN,	*	
RONALD ALLEN COHEN,	*	
RONALD COHEN,	*	
R. ALLAN COHEN,	*	
	*	
Defendant.	*	

AMENDMENT TO COMPLAINT
RESPONSE TO ORDER ON
MOTION FOR MORE DEFINITE STATEMENT

(Filed May 18, 2000)

COMES NOW Ivan Kerr, Plaintiff herein, and files this his response to the Courts order on *Motion for More Definite Statement*.

1.

Ivan Kerr is a 52 year old native of Texas. He currently resides with his parents in Pennsylvania, and works for Greyline Tours in New York. Prior to the events giving rise to instant complaint, he was owner of a factoring business, engaged in the process of organizing shipping and routing plans for freight nationwide.

Mr. Kerr was the victim of the *scam* perpetrated by Cohen and others stemming from an agreement to provide *venture capital* after a substantial amount of money was paid by Mr. Kerr.

2.

Various documents generated in connection with the "scam" bore the letterhead or signature "R. Allan Cohen." Cohen heretofore invariably used the name "Ronald A. Cohen" or "Ronnie Cohen." The documents were generated either by Cohen's secretary in his Coolidge "office" or by Cohen as a lackey for his co-defendants in the criminal conspiracy.

An example of such documents includes one that specifies nine steps that are to be completed by an individual seeking the formation of an Antiguan corporation.

> *Step number four indicates that an unspecified amount of U.S. dollars must be wire transferred to CARIBBEAN AMERICAN BANK at the following coordinates to initiate the procedure: Privat Kredit Bank via Pretorio 22 Casella Postal Ch-6901 Lugano Switzerland for further credit to American International Bank, account number 1.4.91574 USA, for further credit to CARIBBEAN AMERICAN BANK, ACCOUNT NUMBER 010-000-216. Step five of this document states: "Once your wire transfer has been verified as received by CARIBBEAN AMERICAN BANK we will process a name reservation for one of three choices given by you herein. Once that has been perfected we will advise you of and forward to you signature cards for your account in CARIBBEAN AMERICAN BANK and advise you as to the account number therein".*

Section six advises: "Please fax this completed request to CARIBBEAN AMERICAN BANK attorney, R. Allan Cohen, at (912)-346-9433." (912)-346-9433 was the telephone number utilized at SALLY'S SERVICES located in Coolidge, Georgia the site of Cohen's secret office. Step number seven states: "Please fax a copy of the wire transfer to attorney R. Allen Cohen at the fax number above (912)-346-9433.

3.

Cohen was one of a group of individuals including Larry Sangaree, Gerald Breslin, Les Merske, Donald Jake Gamble, Peter Albert Barnum and *others* who were involved in a highly-organized scheme which had the objective of identifying and recruiting clients who needed multi-million dollar amounts of capital for a variety of business projects and investments.

To initiate the transaction, clients were required to transmit fees of from $50,000 to two million to an attorney or bank escrow account usually at an offshore bank for purpose of syndicating investors.

These funds were to be held in escrow until the terms of the *contract* were met. The *contract* then required that clients provide the group with a strict bank payment guarantee or an irrevocable letter of credit for the group's profit on the transactions, usually 20 percent of the total capital and amounting to several million dollars on most deals.

This guarantee was to be produced within five to seven days on most transactions, and was required prior to any funds being provided to the client.

If the client could not produce the required guarantee within the stated time frame, then the original fee would be forfeited. In reality, the group did not have access to the capital required to fund any of those transactions, and in addition, the group's operations were specifically designed to go through the process in order to forfeit the original fee, which was then split up between members of the group according to an agreed upon schedule.

As far as has been determined at this point, *no* client ever received any funds from this group or for their venture capital investment.

4.

Specifically, as to Mr. Cohen, in the early 1990's, Ronald Cohen was a practicing attorney in Thomasville, Georgia, and was dating a woman by the name of Linda Luke who is the sister of Terri Sangaree. Through this ongoing social relationship, Mr. Cohen had become a close friend with Larry Sangaree and learned that Larry Sangaree had become involved in what appeared to Mr. Cohen to be a successful venture capital program.

In August of 1995, Larry Sangaree, Jake Gamble and others invited Mr. Cohen to join the group during a trip to Antigua. During this visit, Mr. Cohen was introduced to principals of the American International Bank, William Cooper and John Greaves, who managed the groups activities associated with the ***Caribbean American Bank in Antigua.***

Additionally, Mr. Cohen was advised that he would act as an escrow agent for funds forwarded to the group in Antigua by clients, and a trust account would be established in the off shore bank for that purpose.

Further, Mr. Cohen would be required to set up an office in the United States where calls and correspondence associated with the group's activities could be handled by a secretary.

Once he *agreed* to take on these duties, Mr. Gamble and Mr. Cooper set up an Antiguan corporation where Mr. Cohen would have his *personal income* from these services deposited.

The establishment of this corporation, which was **NILNOR S.A.**, also provided the mechanism for Cooper to issue Cohen a Visa credit card account, which would be paid by directly debiting the NILNOR account in Antigua.

Ultimately, Mr. Cohen was issued two Visa cards on this account. One was used personally by Mr. Cohen for various items and expenses, and the other was provided to Mr. Cohen's girlfriend, Linda Luke for her use.

After this visit, Mr. Cohen set up an office in Coolidge, Georgia, and eventually hired *Kathy Spurlin* as a secretary to handle day to day transactions and correspondence.

5.

In actuality, Mr. Cohen had very little contact with group's operations in the Coolidge location. Instead, his secretary, Kathy Spurlin, was instructed by Cohen to take

orders from Larry Sangaree who reviewed and dictated correspondence, directed fund transfers to other members of the group, handled the telephone contacts with irate victims and coordinated activities with Jake Gamble.

As a normal part of her duties, Kathy Spurlin handled the origination of foreign corporations for victims and members of the group. She also maintained records for the Caribbean American Bank, general ledger escrow, and NILNOR accounts, and issued escrow documents.

Additionally, Kathy Spurlin also issued form letters over Cohen's machine-generated signature verifying individual victims that millions of dollars were available to cover their transactions.

Mr. Cohen continued to allow Ms. Spurlin to operate the business using his name and signature at Sangaree's direction even after Larry Sangaree was incarcerated in February of 1997.

Ms. Spurlin, at Sangaree's direction and with Mr. Cohen's knowledge, used the *alias* Ilise B. Carson in dealing with clients of the business.

6.

In 1996, Mr. Cohen learned that a Georgia Bar Association regulation prohibited him from maintaining a trust account of the Caribbean American Bank or American International Bank. Up to that point, clients in the group had forwarded funds to Mr. Cohen's trust account in Antigua where he acted as the groups escrow agent.

Mr. Cohen informed Larry Sangaree and Jake Gamble of this development. Subsequently, it was decided that

Mr. Cohen would no longer be the escrow agent, but would represent the Caribbean American Bank, who would be the new escrow agent for the transactions.

Mr. Cohen still retained signature authority, usually exercised by Kathy Spurlin, over the escrow accounts to which clients sent funds.

Operations continued at the Coolidge, Georgia, office throughout the remainder of 1996 and early 1997 without a significant change in Mr. Cohen's role.

Although Mr. Cohen did not personally participate in transactions involving clients, a few individuals who had lost their money did manage to contact him or one of his partners at his regular business office in Thomasville, Georgia, to complain directly.

7.

Specifically as to Mr. Ivan Kerr, the events were as follows:

In approximately May of 1995, Mr. Kerr received a letter from a member of the *organization* offering capital services.

In that he was interested in obtaining capital for expansion of his factoring and freight brokerage business, he responded, expressing that interest.

Mr. Kerr was answered, in turn, with an explanation of a venture capital process referred to as ***"syndication."*** A group of individuals, in return for various payments in various amounts, offered a ***"money back guarantee"*** of requisite capital for Mr. Kerr's business expansion.

Due to the stated *risk* to the "syndicators" applicants (including Mr. Kerr) would be required, i.*a.*, *to furnish a copy of a cashiers' check payable to the syndicate's escrow agent,* who would hold the funds pending consummation of the transaction.

Mr. Kerr paid a portion of the fees, but ultimately became suspicious of the venture capital proposition and requested a refund.

The response was a refusal of the refund, noting that the syndicate had performed as required, and a draft agreement requiring a $100,000 payment to the account of their escrow attorney was required. He did not comply, and the syndication offer was withdrawn.

Yet another member of the *"investment group,"* however, contacted Mr. Kerr in September 1995, advising that he could be introduced to a more experienced syndicator. He was then sent information via facsimile concerning their escrow agent, ***"R. Allan Cohen"*** and a new *syndicator,* one Robert Newman.

Mr. Kerr re-qualified as required, which included the transmittal of a photocopy of the *$100,000 check made out to Cohen.*

Mr. Kerr subsequently completed the syndication agreement, wired the $100,000 to Mr. Cohen, and paid the fee.

Mr. Kerr continued efforts to complete the transactions to gain the needed capital for his business, into spring of 1996. At that time, a member of the organization advised him that his funds had been forfeited since he (Mr. Kerr) had failed to find a sponsor.

In May of 1996, an additional ***$75,000*** was demanded of Kerr for the transaction to proceed. A portion of this ***was paid,*** but the syndication again "failed."

None of Mr. Kerr's funds has been recovered; he was forced into bankruptcy.

WHEREFORE, Plaintiff, having furnished a MORE DEFINITE STATEMENT of his original complaint, prays that Defendant's response hereto be ordered in accordance with the Georgia Civil Practice Act.

This the 18th day of May 2000.

/s/ Arthur J. Shelfer, Jr.
Arthur J. Shelfer, Jr.
Attorney for Plaintiff
Ivan Kerr

IN THE SUPERIOR COURT
COUNTY OF THOMAS
STATE OF GEORGIA

IVAN KERR,	*	
	*	
Plaintiff,	*	**CIVIL ACTION**
v.	*	**NO: 99-CV-1188**
	*	
RONNIE COHEN, A/k/a	*	
RONALD ALAN COHEN,	*	
RONALD ALLEN COHEN,	*	
RONALD COHEN,	*	
R. ALLAN COHEN,	*	
	*	
Defendant.	*	

CERTIFICATION OF COUNSEL

COMES NOW the undersigned officer of the court, Counsel for the Plaintiff herein, and certifies that Plaintiff's Amendment, *Response to Order on Motion for More Definite Statement,* reciting particulars of my letter of April 24, 2000 to Judge John S. Langford, concerning this matter, was prepared from the following sources:

1. Information furnished by Mr. Ivan Kerr.
2. My personal review of sworn testimony and statements in the court file of *United States of America v. Ronald Alan Cohen, et al: Case No 1:98CR19MMP*

and is true and correct to the best of my knowledge and belief.

/s/ Arthur J. Shelfer
Arthur J. Shelfer, Jr.
Counsel for Plaintiff
Ivan Kerr

Sworn to and subscribed to before me
This 18th day of May 2000.

/s/ Janice H. Shelfer
Notary Public
Notary Public, Thomas County, Georgia
My Commission Expires Jan. 26, 2002

APPENDIX B

[1:98CR19MP]

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF FLORIDA GAINESVILLE DIVISION

UNITED STATES OF AMERICA,

v.

RONALD ALLAN COHEN,
a/k/a R. Allan Cohen, ROBERT IAN NEWMAN, ARTHUR W. HOUSEHOLDER,
a/k/a Art Householder,
a/k/a Jack Allenbach,
a/k/a George Riger,
a/k/a Earl Ferrell,
a/k/a Orin Utterbach,
JERRELL A. BRESLIN, DAVID W. V. ROGERS, ROBERT PETRIE, JESSICA JASMIN MAUN,
a/k/a Jessica Santos,
and
BARRY LICHTMAN

INDICTMENT

(Filed March 24, 1998)

THE GRAND JURY CHARGES:

COUNT ONE

That from on or about January 1, 1991, and continuing to the date of this indictment, in the Northern District of Florida and elsewhere, the defendants,

RONALD ALLAN COHEN,
a/k/a R. Allan Cohen,
ROBERT IAN NEWMAN,

ARTHUR W. HOUSEHOLDER
a/k/a Art Householder,
a/k/a Jack Allenbach,
a/k/a George Riger,
a/k/a Earl Ferrell,
a/k/a Orin Utterbach,
JERRELL A. BRESLIN,
DAVID W. V. ROGERS,
ROBERT PETRIE,
JESSICA JASMIN MAUN,
a/k/a Jessica Santos,
and
BARRY LICHTMAN

did knowingly and willfully combine, conspire, confederate, and agree with each other and with others, known and unknown to the Grand Jury, to conduct and cause to be conducted, financial transactions, knowing that the funds and monetary instruments involved in these transactions represented the proceeds of a specified unlawful activity, that is wire fraud, in violation of Title 18, United States Code, Section 1343, and knowing that the financial transactions were carried out with the intent to promote the carrying on of a specified unlawful activity.

OVERT ACTS

In furtherance of this conspiracy, the following overt acts, among others, were committed:

1. On or about June 30, 1992, **JERRELL A. BRESLIN** produced and signed a document with purported to verify that $7,000,000.00 in investment funding had been reserved for a project being developed by Harley Brown of Detroit, Michigan.

2. On or about March 31, 1993, **JERRELL A. BRESLIN** produced and signed a document which purported to verify that $5,001,600.00 in investment funding had been reserved for a project being developed by an individual identified as J. Patrick Shores of Duluth, Georgia.

3. On or about August 25, 1994, two wire transfers identified by Bank of America reference numbers C4237BF0996438 and C4237BF0996190 totaling approximately $200,000.00 were transferred at the direction of Donald Jake Gamble and Larry Sangaree from the American International Bank in St. Johns, Antigua, to the control of **ROBERT PETRIE**.

4. On or about August 25, 1994, two wire transfers identified by Bank of America reference numbers C4237BF0995726 and C4237BF0995362 totaling approximately 197,500.00 were transmitted at the direction of Donald Jake Gamble and Larry Sangaree from the American International Bank in St. Johns, Antigua, to the control of **DAVID ROGERS**.

5. On or about September 29, 1994, approximately 52,500.00 was transferred from the American International Bank in St. Johns, Antigua, to the control of **ROBERT IAN NEWMAN** in the United States.

6. On or about November 17, 1994, a wire transfer identified by Bank of America reference number C4321BP1105087 in the amount of approximately $10,000.00 was forwarded by the American International Bank in St. Johns, Antigua, to **BARRY LICHTMAN**.

7. On or about April 13, 1995, approximately $3,000.00 was transferred from the American International Bank in St. Johns, Antigua, to the control of **JESSICA JASMIN MAUN** in Gainesville, Florida.

8. On or about December 4, 1995, **ROBERT NEWMAN** caused Robert R. Neyland to wire transfer approximately $125,000.00 from a United States bank through the Privat Kredit Bank in Lugano, Switzerland, to an account controlled by **RONALD A. COHEN** located at the Caribbean American Bank in St. Johns, Antigua.

9. On or about December 12, 1995, **RONALD A. COHEN** forwarded a cashier's check in the amount of $95,000.00 from Coolidge, Georgia, to **RONALD COHEN'S** account at the Caribbean American Bank in St. Johns, Antigua.

10. On or about December 18, 1995, **ROBERT NEWMAN** caused Roger A. Lammers to wire transfer approximately $650,000.00 from NationsBank in Texas through the Privat Kredit Bank in Lugano, Switzerland to an account controlled by **RONALD A. COHEN** located at the Caribbean American Bank in St. Johns, Antigua.

11. On or about April 18, 1996, **BARRY LICHTMAN** executed and transmitted a document via facsimile to Michael Crow in Montgomery, Alabama, which purported to be a verification that **BARRY LICHTMAN** and Commercial Probability Corporation had reserved $13,000,000.00 for Crow's investment project.

12. On or about June 26, 1996, **ART HOUSEHOLDER** caused Dirck J. Hecking to wire transfer approxiamtely $250,000.00 from Sun Trust Bank in

Atlanta, Georgia, through the Private Kredit Bank in Lugano, Switzerland to an account controlled by **RONALD A. COHEN** located at the Caribbean American Bank in St. Johns, Antigua.

13. On or about July 11, 1996, at the direction of **RONALD COHEN**, The Caribbean American Bank generated four $1,000.00 checks made payable to **R. A. COHEN** and transmitted them to Coolidge, Georgia from St. Johns, Antigua, via Federal Express.

On or about September 8, 1997, **RONALD A. COHEN** caused a letter to be prepared and transmitted by facsimile from Coolidge, Georgia to Vere Bird, Jr., in St. Johns, Antigua, stating that **RONALD A. COHEN** had power of attorney over ten accounts which contained approximately $799,000.00 located at the Caribbean American Bank in St. Johns Antigua.

All in violation of Title 18, United States Code, Sections 1956(h) and 2.

COUNT TWO

The allegation contained in Count One of this Indictment is realleged and fully incorporated herein for the purpose of alleging forfeitures to the United States of America pursuant to Title 18, United States Code, Section 982(a)(1).

As a result of the offense alleged in Count One of this Indictment, defendants,

RONALD ALLAN COHEN,
a/k/a R. Allan Cohen,
ROBERT IAN NEWMAN,

ARTHUR W. HOUSEHOLDER
a/k/a Art Householder,
a/k/a Jack Allenbach,
a/k/a George Riger,
a/k/a Earl Ferrell,
a/k/a Orin Utterbach,
JERRELL A. BRESLIN,
DAVID W. V. ROGERS,
ROBERT PETRIE,
JESSICA JASMIN MAUN,
a/k/a Jessica Santos,
and
BARRY LICHTMAN

shall forfeit to the United States all property involved in such offense and any property traceable to such property, including but not limited to the following property:

a. All right, title, and interest in the funds and other assets remaining in and owned by the Caribbean American Bank, located at St. Johns, Antigua;

b. If the property described above is being subject to forfeiture, as a result of any act or omission of the defendants:

(1) cannot be located upon the exercise of due diligence;

(2) has been transferred or sold to, or deposited with a third person;

(3) has been placed beyond the jurisdiction of the Court;

(4) has been substantially diminished in value; or

(5) has been commingled with other property which cannot be subdivided without difficulty.

It is the intent of the United States, pursuant to Title 18, United States Code, Section 982(b)(1) to seek forfeiture of any other property of the defendants up to the value of the above forfeitable property.

All in violation of Title 18, United States Code, Section 982.

A TRUE BILL:

/s/ Kathleen Bloedman Black
FOREPERSON

3/24/98
DATE

/s/ P. Michael Patterson
P. MICHAEL PATTERSON
United States Attorney

/s/ Lyndia F. Padgett
LYNDIA F. PADGETT
Assistant United States Attorney

APPENDIX C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF FLORIDA
GAINESVILLE DIVISION

UNITED STATES OF AMERICA

-vs-

RONALD ALLAN COHEN

Case #1:98cr19-001

Defendant's Attorney;
Samuel Jacobson
(Retained)
Jacksonville, FL

JUDGMENT IN A CRIMINAL CASE

(Filed April 27, 2001)

The defendant pled guilty to Count One of the Indictment on January 21, 1999. Accordingly, IT IS ORDERED that the defendant is adjudged guilty of such count(s) which involve(s) the following offense(s):

TITLE/ SECTION NUMBER	NATURE OF OFFENSE	DATE OFFENSE CONCLUDED	COUNT
18 USC 1956(h) and 2	Conspiracy to Launder Monetary Instruments	March 24, 1998	One

The defendant is sentenced as provided in the following pages of this judgment. The sentence is imposed pursuant to the Sentencing Reform Act of 1984, including amendments effective subsequent to 1984, and the Sentencing Guidelines promulgated by the U.S. Sentencing Commission.

The defendant is subject to forfeiture as cited in count two of the indictment.

IT IS FURTHER ORDERED that the defendant shall notify the United States attorney for this district within 30 days of any change of name, residence, or mailing address until all fines, restitution, costs and special assessments imposed by this judgment are fully paid.

Defendant's Soc. Sec. No. 256-64-1613
Defendant's Date of Birth: 8/2/43
Deft's U.S. Marshal No.: 10905-017

Date of Imposition of Sentence:
April 25, 2001

Defendant's Residence Address:
453 Pig Sauls Road
Boston, Georgia 31162

Defendant's Mailing Address:
453 Pig Sauls Road
Boston, Georgia 31162

/s/ Maurice M. Paul
MAURICE M. PAUL, SENIOR
UNITED STATES
DISTRICT JUDGE

April 27, 2001

IMPRISONMENT

The defendant is hereby committed to the custody of the United States Bureau of Prisons to be imprisoned for a term of 121 months.

The defendant shall surrender to either the United States Marshal in Tallahassee Florida or to the institution designated by the Bureau of Prisons on May 25, 2001 no later than 12:00 noon.

RETURN

I have executed this judgment as follows:

_____

_____

_____

_____

Defendant delivered on _____ to _____

at _____, with a certified copy of this judgment.

_____
UNITED STATES MARSHAL

By: _____
Deputy U.S. Marshal

SUPERVISED RELEASE

Upon release from imprisonment, the defendant shall be on supervised release for a term of 3 years.

The defendant shall report to the probation office in the district to which the defendant is released within 72 hours of release from custody of the Bureau of Prisons.

While on supervised release, the defendant shall not commit another federal, state or local crime and shall not possess a firearm, ammunition, or destructive device as defined in 18 U.S.C. § 921.

For offenses committed on or after September 13, 1994: The defendant shall refrain from any unlawful use of a controlled substance. The defendant shall submit to

one drug test within 15 days of release from imprisonment and at least two periodic drug tests thereafter, as directed by the probation officer.

STANDARD CONDITIONS OF SUPERVISION

The defendant shall comply with the following standard conditions that have been adopted by this court.

1. The defendant shall not leave the judicial district without the permission of the court or probation officer;

2. The defendant shall report to the probation officer as directed by the court or probation officer and shall submit a truthful and complete written report within the first five days of each month;

3. The defendant shall answer truthfully all inquiries by the probation officer and follow the instructions of the probation officer;

4. The defendant shall support his or her dependents and meet other family responsibilities;

5. The defendant shall work regularly at a lawful occupation unless excused by the probation officer for schooling, training, or other acceptable reasons;

6. The defendant shall notify the probation officer 10 days prior to any change in residence or employment, unless otherwise directed by the probation officer;

7. The defendant shall refrain from excessive use of alcohol and shall not purchase, possess, use, distribute, or administer any narcotic or other controlled substance, or any paraphernalia related to such substances, except as prescribed by a physician;

8. The defendant shall not frequent places where controlled substances are illegally sold, used, distributed, or administered;

9. The defendant shall not associate with any persons engaged in criminal activity, and shall not associate with any person convicted of a felony unless granted permission to do so by the probation officer;

10. The defendant shall permit a probation officer to visit him or her at any time at home or elsewhere and shall permit confiscation of any contraband observed in plain view by the probation officer;

11. The defendant shall notify the probation officer within 72 hours of being arrested or questioned by a law enforcement officer;

12. The defendant shall not enter into any agreement to act as an informer or a special agent of a law enforcement agency without the permission of the court;

13. As directed by the probation officer, the defendant shall notify third parties of risks that may be occasioned by the defendant's criminal record or personal history or characteristics, and shall permit the probation officer to make such notifications and to confirm the defendant's compliance with such notification requirement.

14. If this judgment imposes a fine or restitution obligation, it shall be a condition of supervision that the defendant pay any such fine or restitution in accordance with the Schedule of Payments set forth in the Criminal Monetary Penalties sheet of this judgment.

ADDITIONAL CONDITIONS OF SUPERVISED RELEASE

The defendant shall also comply with the following additional conditions of supervised release:

The defendant shall not own or possess a firearm, dangerous weapon or destructive device.

The defendant shall provide all requested financial information to the probation office.

The defendant shall pay any unpaid financial obligation that remains outstanding at the commencement of the term of supervised release in equal monthly installments. Total sum to be paid prior to the end of his term of supervised release.

All criminal monetary penalty payments, except those payments made through the Bureau of Prisons' Inmate Financial Responsibility Program, are to be made to the Clerk, U.S. District Court, unless otherwise directed by the Court. Payments shall be made payable to the Clerk, U.S. District Court, and mailed to 111 N. Adams St., Suite 322, Tallahassee, FL 32301-7717. Payments can be made in the form of cash if paid in person.

The defendant shall pay the following total criminal monetary penalties in accordance with the schedule of payments set forth in the Schedule of Payments. The defendant shall pay interest on any fine or restitution of more than $2,500, unless the fine or restitution is paid in full before the fifteenth day after the date of judgment, pursuant to 18 U.S.C. § 3612(f). All of the payment options in the Schedule of Payments may be subject to penalties for default and delinquency pursuant to 18 U.S.C. § 3612(g).

SUMMARY

Special Monetary Assessment	Fine	Restitution
$100.00	$100,000.00	

SPECIAL MONETARY ASSESSMENT

A special monetary assessment of $100.00 is imposed.

FINE

A fine in the amount of $100,000.00 is imposed and is due immediately.

Interest requirement is modified as follows: The defendant is ordered to pay interest.

No restitution imposed.

SCHEDULE OF PAYMENTS

Payments shall be applied in the following order: (1) special monetary assessment; (2) non-federal victim restitution; (3) federal victim restitution; (4) fine principal; (5) costs; (6) interest; (7) penalties in full immediately

The defendant must notify the court of any material changes in the defendant's economic circumstances, in accordance with 18 U.S.C. §§ 3572(d), 3664(k) and 3664(n). Upon notice of a change in the defendant's economic condition, the Court may adjust the installment payment schedule as the interests of justice require.

Special instructions regarding the payment of criminal monetary penalties pursuant to 18 U.S.C. § 3664(f)(3)(A):

If this judgment imposes a period of imprisonment, payment of criminal monetary penalties shall be due during the period of imprisonment. In the event the entire amount of monetary penalties imposed is not paid prior to the commencement of supervision, the U.S. probation officer shall pursue collection of the amount due. The defendant will receive credit for all payments previously made toward any criminal monetary penalties imposed.

STATEMENT OF REASONS

The court adopts the factual findings and guideline application in the presentence report.

Guideline Range Determined by the Court:

Total Offense Level: 32

Criminal History Category: 1

Imprisonment Range: 121-151 months

Supervised Release Range: 2-3 years

Fine Range: $17,500.00 to $12,056,180.00

The sentence is within the guideline range, that range exceeds 24 months, and the sentence is imposed for the following reasons(s);

The sentence is at the low-end of the guideline range and is sufficient punishment for the instant offense.